

The China Mail

Established February, 1845.

VOL. XXXVI. No. 5321.

號十三月七月十八日一千一英

HONGKONG, FRIDAY, JULY 30, 1880.

廿四廿月六辰庚

PRICE. \$24 PER ANNUM

AGENTS FOR THE CHINA MAIL

LONDON:—F. ALGAR, 11 & 12, Clement's Lane, Lombard Street, E.C. GEORGE STREET & Co., 80, Cornhill, GORDON & GOTCH, Ludgate Circus, E.C. BATES, HENRY & Co., 4, Old Jewry, E.C. SAMUEL DEACON & Co., 156 & 154, Leadenhall Street.
PARIS AND EUROPE:—LEON DE ROSY, 19, Rue Monseur, Paris.
NEW YORK:—ANDREW WIND, 133, Nassau Street.
AUSTRALIA, TASMANIA, AND NEW ZEALAND:—GORDON & GOTCH, Melbourne and Sydney.
SAN FRANCISCO and American Ports generally:—BEAN & BLACK, San Francisco.
SINGAPORE AND STRAITS:—SAYLE & Co., Square, Singapore. C. HEINSDEL & Co., Manila.
CHINA:—SACRUM, CAMPBELL & Co., Amoy, WILSON, NICHOLLS & Co., Foochow, HEDGE & Co., Shanghai, LANE, CRAWFORD & Co., and KELLY & WALSH, Yokohama, LANE, CRAWFORD & Co.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.
PAID-UP CAPITAL.....\$5,000,000 Dollars.
RESERVE FUND.....\$1,500,000 Dollars.
COUNCIL OF DIRECTORS.
Chairman.—The Hon. W. KESWICK.
Deputy Chairman.—A. McIVER, Esq.
ADOLF ANDER, Esq. | H. DE C. FORBES, Esq.
E. R. BELMILL, Esq. | H. HOPFNER, Esq.
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Esq. | W. S. YOUNG, Esq.
CHIEF MANAGER.
Hongkong,....THOMAS JACKSON, Esq.
MANAGER.
Shanghai,.....EWEN CAMERON, Esq.
LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.
For Fixed Deposits:—
For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. " "
" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,
Chief Manager.

Offices of the Corporation,
No. 1, Queen's Road East.
Hongkong, April 28, 1880.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL.....£800,000.
RESERVE FUND.....£190,000.
Bankers.

THE BANK OF ENGLAND.
THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH IN HONGKONG
grants Drafts on London and the
chief Commercial places in Europe and the
East; buys and receives for collection Bills
of Exchange, and conducts all kinds of
Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

On CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

WILLIAM FORREST,
Manager.

Hongkong, May 10, 1880.

NATIONAL BANK OF INDIA, LIMITED.

Registered in London under the Companies' Act of 1862, on 23rd March, 1866.

Established in Calcutta 20th September, 1863.

SUBSCRIBED CAPITAL.....£933,000.
PAID-UP CAPITAL.....£465,250.
RESERVE FUND.....£36,000.

HEAD OFFICE:—394, THREADNEEDLE STREET, LONDON, E.O.

LONDON BANKERS:—
NATIONAL PROVINCIAL BANK OF ENGLAND.
NATIONAL BANK OF SCOTLAND.

All descriptions of Banking and Exchange business transacted.

Interest allowed on CURRENT ACCOUNTS at the rate of 2 per cent. per annum on the daily balances; and on FIXED DEPOSITS according to arrangement—the maximum rate being 5 per cent. per annum.

R. HORNE BOYD,
Acting Manager.

Hongkong, May 24, 1880.

COMPTOIR D'ESCOMpte DE PARIS.

(Incorporated 7th of March, 1848.)

RECOGNISED by the INTERNATIONAL CONVENTION of 30th April, 1862.

CAPITAL FULLY PAID-UP.....£3,200,000.
RESERVE FUND.....£200,000.

HEAD OFFICE:—14, RUE BERGER,
PARIS.

AGENTS and BRANCHES at:
LONDON, BOURBON, SAN FRANCISCO,
MANSFIELD, BOMBAY, HONGKONG,
LTON, CALCUTTA, HANKOW,
NANTZ, SHANGHAI, FOOGOW,
MELBOURNE.

LONDON BANKERS:
THE BANK OF ENGLAND,
THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application, grants Drafts and Credits on all parts of the World, and transacts every description of Banking Exchange Business.

E. G. VOUILLEMONT,
Manager, Shanghai.

Hongkong, May 20, 1880.

FOR SALE.

BURAL BUILDING LOT No. 6.

Situate at the Junction of the MOUNT GOUGH and ABINGER New Roads.

THIS LOT is the best and most con-

veniently situated Site on the south-

ern slope of Mount Gough, and com-

mands beautiful and extensive views in

every direction. A Strong and Substantial

BUNGALOW, with Veranda, is now in

course of erection on the Lot, the Walls of

which will be of Concrete, and the Wood-

work throughout of Teak and Manilla Hard-

wood. There is also a splendid site on the

Ground for a Large TENNIS LAWN and

FLOWER GARDEN.

ANNUAL CHARGE, RENT, \$18.00.

For further Particulars, &c.,

Apply to SHARP & DANBY,

Hongkong, July 10, 1880.

FOR SALE.

KELLY & WALSH

HAVE just Received the following

NEW & IMPORTANT BOOKS.

Dr. Legg's New Work "The Religions of China,"

Spence Hardy's "Manual of Buddhism,"

Swinburne's "Songs of the Springtides,"

Leitch's "Sepia Painting,"

Todivalas' "Merchant and Brokers' Companion,"

Sheldon Ames's "Political and Legal Remedies for War,"

Holmes' "Voice Production and Preservation,"

Prescott's "The Speaking Telephone and Electric Light,"

Bauer-Richter's "China,"

Dr. Martin's "Essays on the Intellectual Life of the Chinese,"

"Memoirs of Madame de Remusat,"

"3 Vols."

McCorde's "Lessons in Mechanical Drawing,"

Hongkong, July 27, 1880.

For Sale.

HONGKONG, CANTON, AND MACAO STEAMBOAT COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND at the Rate of 6 % or

\$4.50 per SHARE, Declared at the

Ordinary Half-Yearly Meeting of Share-

holders held THIS DAY, will be Payable

at the HONGKONG AND SHANGHAI BANK, on

and after FRIDAY Next, the 30th Instant.

Shareholders are requested to apply at

the Office of the Company for Warrants.

By Order of the Board of Directors,

P. A. DA COSTA,

Secretary.

Hongkong, July 28, 1880.

CHINA TRADERS' INSURANCE COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE Fourteenth Ordinary MEETING

of SHAREHOLDERS in the above

Company will be Held at the HEAD OFFICE,

Victoria, Hongkong, on SATURDAY,

the 31st Instant, at 2.30 o'clock p.m., for

the purpose of presenting the Report of the

Directors, and Statement of Accounts to

both April last, and of declaring Dividends.

The Transfer BOOKS of the Company

will be CLOSED from 17th to the 31st

Instant, both days inclusive.

By Order,

B. GOLDSMITH,

Acting Secretary.

Hongkong, July 5, 1880.

HONGKONG HOTEL COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND of TWO DOLLARS

and FIFTY CENTS per SHARE, De-

clared at the Ordinary Half-Yearly Meet-

ing of Shareholders held THIS DAY, will

be Payable at the HONGKONG AND SHANGHAI

BANK, from To-Morrow (Friday), the 30th Instant.

Shareholders are requested to apply to

the Undersigned for Warrants.

By Order of the Board of Directors,

LOUIS HAUSCHILD,

Secretary.

Hongkong, July 29, 1880.

HONGKONG & SHANGHAI BANKING CORPORATION.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND of TWO DOLLARS

and FIFTY CENTS per SHARE, De-

clared at the Ordinary Half-Yearly Meet-

ing of Shareholders held THIS DAY, will

be Payable at the HONGKONG AND SHANGHAI

BANK, from To-Morrow (Friday), the 30th Instant.

Shareholders are requested to apply to

the Undersigned for Warrants.

Dated this 1st day of May, 1880.

BREERETON & WOTTON,

29, QUEEN'S ROAD,

Hongkong.

BANK HOLIDAY.

IN ACCORDANCE with Ordinance No.

6 of 1875, the Undermentioned

BANKS will be Closed on MONDAY,

the 2nd August, (both days inclusive),

during which period no Transfer of Shares

can be registered.

THE CHINA MAIL.

[No. 6321.—JULY 30, 1880.]

For Sale.

FOR SALE.

Prime "Young America" Cheese.

EASTERN CHEESE.

Whittaker's HAMS, Very Fine.

BONELESS CODFISH.

SALMON BELLYES in Kts.

MACKEREL in Kts.

Family PIG PORK.

Prime Meats BEEF.

LAMBS' TONGUES.

CRACKED WHEAT.

CORNMEAL.

COMB HONEY in Frame.

PEA NUTS.

BARCELONA NUTS.

OX TONGUES.

HOMINY.

RYE MEAL.

PECAN NUTS.

HICKORY NUTS.

POTTED MEATS.

BARTLET PEARS.

PEACHES.

&c., &c., &c.

Ex "MENE LAUS."

A N Invoice of MILNER'S PATENT FIRE PROOF SAFES and DEED CHESTS.

To be Sold at Manufacturers' Prices.

T. & D. HENRY'S GOVERNMENT NAVY CANVAS, all Numbers.

FLAX SEAMING TWINE.

Ex "H O P E."

WOODBERRY'S COTTON DUCK, Nos. 1 to 10.

RAVENS DUCK, and DRILLS.

COTTON TWINE.

Ex "R A P H A E L"

A Large Assortment of CROCKERY and GLASSWARE.

DINNER SERVICES,

DESSERT SERVICES,

TOILET SERVICES,

BREAKFAST SERVICES,

&c., &c., &c.

Ex "ANCHISES,"

and

L A T E ARRIVALS.

Rutherford's Extra All Long FLAX CANVAS.

Rutherford's Royal Navy CANVAS.

Rutherford's Best Boiled Do.

Engine COLZA OIL.

English COTTON WASTE.

Tuck's Patent PACKING.

Flax PACKING.

Horn's Best Russian CORDAGE.

Best English Charcoal WIRE ROPE

Galvanized IRON CHAIN, 3/16th, 1/16th

and 3/8th.

Hubert's PAINTS and OILS.

TURPENTINE, Copal VARNISH.

French POLISH, SOFT SOAP.

OAKLEY's Wellington KNIFE POWDER.

Plate POWDER, Plate BRUSHES.

Billiard CHALK, CUE TIPS.

Metallic TAPE LINES.

Cross's Patent PADLOCKS.

TIN LOCKS,

Cupboard LOCKS,

Box LOCKS.

FIRE GRATES.

Suspension and Bracket Patent Extinguishing KEROSENE LAMPS.

Brodger's & Sons' CUTLERY.

Electro-plated WARE.

BUNTING and Bunting THREAD.

Basset's PATENT PNEUMATIC GUN.

Royal Bristol GINGER ALE, in Pint Bottles.

Jeffery's India PALE ALE, in Pint Bottles.

CLARET—Chateau THIBOEUF.

Ires GRAVES, Pints and Quarts.

Chateau LABORE.

Breakfast CLARET.

HAUT SAUTERNE.

SACOCHE's White SEAL SHERRY.

Do. Amentilado SHERRY.

Do. Very Fine OLD PORT.

Draught ALE and PORTER, sold by the Gallon.

STATIONERY.

BOOKS.

TOBACCOES, and

CIGARS.

JOHN MOIR & SONS;

CROSSE & BLACKWELL'S,

and

AMERICAN OILMAN'S STORES.

SHIPCHANDLERY

of Every Description.

SAIL-MAKING and RIGGING,

promptly executed.

MACEWEN, FRICKEL & CO.

Hongkong, July 20, 1880.

INSURANCES.

YANGTSZE INSURANCE ASSOCIATION.

CAPITAL (Fully Paid-up) ... £1,420,000
PERMANENT RESERVE £1,230,000
SPECIAL RESERVE FUND £1,263,268

TOTAL CAPITAL AND ACCUMULATIONS, 8th APRIL, 1880 £1,913,268

Directors.

F. B. FORBES, Esq., Chairman.
W. M. BOYD, Esq.; W. M. MEYERSON, Esq.;
J. H. PINCKNEY, Esq.; P. D. HITCH, Esq.HEAD OFFICE—SHANGHAI,
Messrs RUSSELL & Co., Secretaries.LONDON BRANCH :
Messrs BARING BROTHERS & Co.,
Bankers.RICHARD BLACKWELL, Esq., Agent,
8, St. Michael's Alley, Cornhill, E.C.

POLICIES granted on Marine Risks to all parts of the World.

Subject to a charge of 12 1/2% for Interest on Shareholders' Capital, and the Profits of the UNDERWRITING BUSINESS are annually distributed among all Contractors of Business in proportion to the Premium paid by them.

Shipping Orders will be granted until Nov.

Cargo will be received on board until 4 p.m. Specie and Parcels until 3 p.m. on the 1st of August, 1880. Parcels are not to be sent on board; they must be left at the Agency's Office.

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

ESTABLISHED 1809.

CAPITAL £2,000,000.

THE Undersigned, Agents at Hongkong, for the above Company, are prepared to grant Policies against FIRE, to the extent of £10,000 on any Building, or on Merchandise in the same, at the usual Rates, subject to a discount of 20% on the Premium.

GILMAN & Co., Agents.

Hongkong, July 6, 1880.

QUEEN FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies against FIRE to the extent to \$2 Freight.

\$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premium.

NORTON & Co., Agents.

Hongkong, January 1, 1874.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER

of His Majesty King George The First,

A.D. 1720.

THE Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows:

Marine Department.

Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

Fire Department.

Policies issued for long or short periods at current rates. A discount of 20% allowed.

Life Department.

Policies issued for sums not exceeding £50,000 at reduced rates.

HOLLIDAY, WISE & Co.

Hongkong, July 26, 1872.

ROYAL INSURANCE COMPANY.

THE Undersigned, Agents for the above Company, are prepared to grant Insurance at current rates.

MELCHERS & Co., Agents, Royal Insurance Company.

Hongkong, October 27, 1874.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL, £2 MILLION STERLING.

THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, or on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required, protection will be granted on first class Lives up to £1000 on a Single Life.

For Rates of Premiums, forms of proposals or any other information, apply to ARNHOLD, KARBERG & Co., Agents, Hongkong & Canton.

Hongkong, January 4, 1867.

MANCHESTER FIRE INSURANCE COMPANY OF MANCHESTER AND LONDON.

ESTABLISHED 1824.

Capital of the Company £1,000,000 Sterling of which is paid up £100,000.

Reserve Fund upwards of £120,000.

Annual Income £250,000.

THE Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghai, and Hankow, and are prepared to grant Insurances at current rates.

HOLLIDAY, WISE & Co.

Hongkong, October 15, 1868.

NOTICE TO CONSIGNEES

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

HEAD OFFICE—HONGKONG.

A GENOLES at all the Treaty Ports of China and Japan, and at Singapore, Saigon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHTRETT, Secretary.

Hongkong, November 1, 1871.

Mails.

NOTICE.

COMPAGNIE DES MESSAGERIES

MARITIMES.

PAQUEBOT POSTE FRANCAIS.

STEAM FOR

SAIGON, SINGAPORE, BATAVIA,

POINT DE GALLE,

ADEN, SUZ, ISMAILIA, PORT

SAID, NAPLES, AND

MARSEILLES;

Also,

BOMBAY, MAHE, ST. DENIS, AND

PORT LOUIS.

NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo

are requested to send in their Bills of Lading to the Underwriter for counter-signature, and take immediate delivery. This Cargo has been landed and stored at their risk and expense.

No Fire Insurance has been effected.

EX AMERICA.

Mr. P. Richards, 1st class Merchandise,

H.M.S. Iron Duke, from London.

EX MEXICO.

A (in diamond) 16/21st, Order, 49 cases

Plato Glass, from London.

B (in diamond) 28/38, Order, 11 cases

Plate Glass, from London.

C. de CHAMPEAUX, N.

July 26, 1880.

NOTICE

THE CHINA MAIL.

instructed by Mr Brereton of Messrs Brereton and Wotton.

This case occupied the Court again to-day.

Mr Haylar, for the Dock Company, now addressed the Court, and the Attorney General briefly replied.

At three o'clock, after an adjournment of an hour and three quarters, their Lordships gave a decision on the point raised. Mr Justice Snowden read their decision, which set forth in the beginning that this must be regarded with care, with an appeal from the order of the Chief Justice made in the case on 12th July last. The Attorney General on behalf of Mrs Sands objected to the order on two grounds,—(1) that it was an order in remonstrance or on the plaintiff, interfering in various particulars with another suit now pending before another judge in this Court (suit No. 54: Sands and Forbes v. the Hongkong and Whampoa Dock Company), and (2) that the order was illegal, as it ordered the investment of the trust-money in the administration suit in a manner not permissible by the rules adopted by the Court of Equity in Eng'd, which are by Ordinance 7 of 1873, (the Trustees and Encouragement Relief Ordinance), sec 12, made law of this Colony with regard to the investment of trust funds. Their Lordships did not propose to express their opinion upon this last point, but thought it was premature to do so. With regard to the first point, the argument of the learned Attorney General satisfied them that the form of order was improper on several grounds. They thought that the lengthy statement by the Chief Justice, in his judgment delivered in Court, on July 12th, showed that he intended the order to be declaratory and peremptory in point of form; and had the course prescribed upon that statement been followed, the necessity for the present application would never have arisen. The learned Attorney General implied that the Solicitor for Mrs Sands did not attend before the Registrar, because the order was objected to in toto.

The Attorney General said, boggling parson for interrupting his Lordship, that he had been careful to say nothing whatever on the matter.

The Prince Judge said the Attorney General might have had nothing; but he did not think the Court wanted to say he implied that the solicitor had not been concerned in this matter and for that reason if the learned Attorney General would allow him to read, he would see how the matter stood.

The Chief Justice said to Mr Denys, and as he was stepping into the box, asked him whether he appeared before the Registrar in this matter.

Mr Denys replied that, formally, he had not. He sent his version of what the substance of the judgment was, and what the order should be, to the solicitors on the other side. He was told afterwards by Mr Brereton that his draft had been forwarded to the Registrar. The Registrar also told him he had received it.

The Registrar explained that he found the two papers on his desk and from them prepared the order.

The Chief Justice: That was not in accordance with my order.

The Prince Judge continued the reading of the decision of the Court. Their Lordships could not admit the validity of the learned Attorney General's reasoning on this point; it was the imperative duty of the plaintiff's solicitor to attend to the very explicit direction which the Chief Justice gave in his judgment, instead of that they took no steps to bring to the notice of the Registrar their view of the judgment, and they did not, as they ought, ask the Court to put its own interpretation on its own order by referring it back to the Judge who dealt with the matter. The Court was of opinion that the order must be sent back to the Registrar so that it might be drawn up in accordance with the judgment of the Chief Justice. Both parties must appear before the Registrar and agree upon or discuss the form in which the order was to be made. The Registrar would prepare a draft order, of which each party should have a copy, and the dissenting party, if there be one, will bring the matter for decision before the presiding judge, to ascertain what it was intended the order should be. Each party would be at liberty to appear, as of right, from the settled order of the Court. The plaintiff's case in this action had caused heavy costs, which the Court thought it only right that they should pay.

The Attorney General, remarking on the decision, said it amounted, in effect to this, that the Court told these parties that they were to deal with this matter without the aid of Counsel.

The Chief Justice replied that the effect of the decision would be; it spoke for itself and it required no interpretation from the Bar. The Attorney General had so strongly in this case set up the law of England on these matters that the Court would see that, when any party before them asked that law to be applied, it should be done.

The Attorney General remarked that the order which the plaintiff had obtained, was prepared by the other side; should costs then be given against the party appealing?

The Chief Justice asked if the Attorney General wanted to re-argue the whole case after decision had been given. Mrs Sands had mistaken her remedy and she must pay the costs.

The Attorney General explained that the question he now referred to had never been argued. He really thought he ought to have done so. There had never had any reason to anticipate such a decision, or a decision on that point. It came to this,—that because the Registrar and the Chief Justice differed as to the proper form in which to express the effect of the Chief Justice's judgment, the plaintiffs were told they were to pay costs. He had never appealed from the form of the order; he had appealed against the judgment. He had already said over and over again that he did not care how the order was framed, he appealed against the judgment as bad in law.

The Chief Justice said he looked upon the putting of this order into proper shape as the first step towards an appeal to the Privy Council.

The Attorney General said the Chief Justice might look at it that way, but it was not, he thought, a constitutional way of looking at the question.

The Chief Justice said he was not going to have what he presumed to be an order of this Court go to the Privy Council in the shape of an abomination as this. The order must be altered.

The Attorney General: We asked that the order be amended, and the order is to be amended, and we are told we have to pay the costs.

The Chief Justice: Because you did not take the proper course.

The Attorney General: We have acted strictly in word and deed according to your Lordship's order.

The Prince Judge said he would fix an early date for giving judgment in the case of Sands and Forbes v. the Hongkong and Whampoa Dock Company.

The Attorney General said he did not know how his Lordship could give judgment in the other case before this order, or declaration, or whatever it was, was amended, or reconstructed. They had appealed on it before it could go to the Court in the other case. The Court in the other case had sus-

pended final judgment until it was before it. Now the order was found to be manifestly and obviously bad that it had to be struck out altogether and a new one framed.

The Attorney General suggested that this case should be pushed on and heard first before decision was given in the other.

The Chief Justice said that he thought it might be as well to let it lie over till the end of the Vacation. The Vacation began on the 1st August and the rule was that no case which was not pressing should be taken up during Vacation time. He had worked too much previously in Vacation time; he was not going to do it now. Besides, there was the heat. Besides, there was a feeling in the case that might die away to a certain extent were it given some opportunity. As he remarked the other day, wine was not the only thing that improved by keeping.

The Prince Judge said he never desired any order. He was quite prepared to deal with the case now in his own hands.

The conversation on the case was promptly stopped by the Chief Justice, partly because the Court was not going to hear the case as argued now, and the Court went on to the other business.

It transpired before this matter was completely dropped, however, that the drafts from the solicitors of either party had been sent to the Chief Justice by his Acting Clerk and by the Chief Justice returned (for whom, it was not clear). By Mr Hazlewood they were put to Mr Gibbons' table.

(Before His Lordship the Chief Justice, Sir John Sims.)

PITMAN v. KESWICK AND ORS.

Mr Haylar said there were two summonses in this case which were fixed for to-day in Chambers. One was to strike out certain portions of the answer as embarrassing. In the other they were called upon to show cause why a day should not be fixed for trial, and why it should not be heard in vacation. They would on the second summons have no cause to show. On the other summons he would have something to say.

The Chief Justice said he would, now that he saw what the case was, come down to-morrow and hear these summonses. He might make the same observation in this case as he had done in the former case where gold was golden, they knew; sometimes delay was golden. He did not see why the Court should go out of its way to hurry on people who were not pressing. This remark applied to both cases.

The Attorney General said he hoped the Chief Justice did not mean to say he was not to proceed with the Sands case.

The Chief Justice repeated the two phrases he had already used as to the advisability of no one doing too much work in vacation time and as to there being no necessity for the Court putting itself out of its way for those who were not themselves pressing on their cases.

His Lordship then unmercifully left the Bench and the day's proceedings came abruptly to a close.

Police Intelligence.

(Before J. J. Francis, Esq.)

Friday, July 30.

THE AMERICAN CONSUL CHARGED WITH ASSAULT: SUMMONS DISMISSED.

A summons was obtained yesterday by an American sailor named George Brown, alias Colonel J. S. Mosby, of the United States Consulate at Hongkong for the United States for assault and the case came on for hearing. The charge was that the defendant had unlawfully assaulted the complainant, George Brown, a seaman unemployed, by throwing a spear at him. The form of the summons runs in the name of "the Queen (by George Brown)," and was addressed to "John Singleton Mosby, the Consul for the United States of America." This led to Colonel Mosby on entering the Court-room, and being greeted by the Magistrate, and asked what he wanted. He said he had given an account of his trouble, and he had to send him back to his ship. One day he walked out from his office and found the man lying in the hall. He did not know whether the man was drunk or had a fit. He sent for a physician, who took the man and sent him off. Again, he had him arrested and put on board his ship. The morning the ship left the Consulate, and the Consulate and told him that this man had jumped overboard, and was believed to be drowned.

Charles Anderson, A. B., on board the *Lemora*, said—I was standing on the starboard side of the deck one day. I cannot exactly give the date, but it was on a Tuesday, and shortly after dinner. I heard a great roar between the Captain and the carpenter. (This witness detailed the conversation which took place between them, which was in corroboration of the evidence given by Thomas at the previous hearing.)

Cross-examined by Mr Wotton:—The

peep deck was about three feet above the deck. (He described the position in which the Captain held the pistol which was directly pointed at the carpenter. I am discharged now from the ship, and I have been ashore for a week.) I have not been legal to go down to sign. The Captain put me in Yokohama with

an occasion. I was not taken before a magistrate or Consul. The Captain just put me in himself and came for me when he wanted me. I wished to see the Consul, but the Captain would not let me. The Captain went ashore and sent a defective off for me, and I was put in gaol.

To His Worship:—I was standing a short distance from the carpenter when he was fired at. I do not know the distance in feet, but I know it by eye-sight.

H. A. Hoffman, at the request of Mr Wotton, recalled, said, I did not hear the Captain say anything after he had fired the pistol. I have looked carefully for any bullet marks about the ship but could not find anything. The upper deck is painted white and any bullet hole would be easily seen.

Mr Wotton here put in the official log in support of the statement of one of the witnesses that the carpenter had threatened to lay the Captain a corporal rod before reaching Hongkong, and generally prove his turbulent character, as well as the logging of the complainant, witness Anderson.

Mr Wotton addressing the bench for defendant said that the charge against the Captain was one of a very grave and serious nature indeed, but he had no doubt that His Worship would know how to deal with it. He should not feel satisfied from the evidence that had been laid before him that the case had been fully made out. The evidence was such that, should His Worship think of sending the case for trial to the Supreme Court, no jury would give a conviction. The carpenter was a turbulent and rough character, and both he and some of his witnesses had been logged at Yokohama. He had broken his leave and come on board drunk and created a disturbance, rushing about the deck with a revolver. He was a man who would stop at nothing. He described the case as stale, it was twenty days old. The complainant had had ample opportunity of bringing before the Colonels to go away. Then he picked up, in my opinion, in a pure spirit of fun, that thing and presented it to the man; that he pointed it towards them, putting it under his arm. He had before this told them repeatedly, two or three times I should say, to get out, and they had not done so.

The Magistrate asked the witness to give the court facts and not his opinion on anything.

Witness proceeded: I saw the Colonel take up that thing.

The Magistrate: When you say "that thing," I presume you mean the spear produced in Court.

Witness: You may call it a spear, an assegai or whatever you please; he took it up and put it under his arm in this manner (illustrating, as Col. Mosby had done).

The Magistrate: The complainant and his witness have said that the Consul made a rush at them; was that so?

Witness: No. He walked quietly towards them with that under his arm, as he had done, and he said, "Now, go; they went.

The Court: Did the Colonel make a lunge at them?

Witness: No.

The Court: Can you say as a matter of fact whether either of them was struck?

Witness: Neither of them was touched, I can say that as a matter of fact.

The Court: What was the shortest distance the spear was from the bodies of the men?

Witness: How often were you told to go?—Twice.

Witness: Did you not go the first time?

Witness: I waited to see what answer he was to give me about my request for a permit.

Was this all in the office that you speak of?—Yes.

The witness concluded:—The spear struck the iron coat now. The sharp end struck me. I came here and got a summons, which the Chinese Magistrate signed.

Complainant desired to make a speech at the end of his evidence, but was prevented.

John Henry Williamson, an American subject, seaman, U. S. corvette *Ridpath*.

said:—I went to the Consul yesterday to get a permission to ship. I met this man there. The Consul was in the office, his back towards us; he was reading a paper. We stood in the entry-way. There being

some noise made in the entry way the Consul turned round; this man walked in and I went after him. Brown spoke to the Consul. He said "good morning."

The Consul never answered that. He only said, "What do you want." Brown then said, "I am living in the gao." I am destitute. I can't get a ship."

The Consul said, "I have nothing to do with that. I did not bring you here."

Brown then said, "I know that, and was saying something more when the Consul said 'get.'"

He said, "Get out quicker." Then the Consul took out a pistol and pointed it at him, who was standing there; holding at Brown, and struck him in the back, causing him to jump.

I got produced through seeing the Consul's spear and went out smartly.

He did not throw the spear; he held it in his hand all the time. He dabbed at it. I saw it hit him. He showed me his coat which he said was not there before, which he said was made by him.

The Consul then produced a spear.

All the Consul said to me was to ask me what I wanted. I said, "Nothing."

Sir I was scared by this time and ran down stairs and got away. This was about half-past ten or eleven o'clock.

The complainant was then asked if he had been fired directly at the carpenter, as he and one of his witness had asserted, the bullet must either have struck the carpenter or some portion of the ship.

Two men who were on the topgallant forecastle said the bullet went over the head of the Consul.

Two men who were on the topgallant forecastle said the bullet went past the Consul.

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THE CHINA MAIL.

[No. 5321.—JULY 30, 1880.]

Intimations.

THE CHINA REVIEW.

THE widely-expressed regret at the discontinuance of *Notes & Queries on China and Japan*, has induced the publishers of this journal to issue a publication similar in object and style, but slightly modified in certain details.

The *China Review*, or *Notes and Queries on the Far East*, is issued at intervals of two months, each number containing about 60 octavo pages, occasionally illustrated with lithographs, photographs, woodcuts, &c., should the papers published demand, and the circulation justify, such extra matter.

The subscription is fixed at \$6.50 postage paid, per annum, payable by non-residents in Hongkong half-yearly in advance.

The publication includes papers original and selected upon the Arts and Sciences, Ethnology, Folklore, Geography, History, Literature, Mythology, Maniera and Customs, Natural History, Religion, &c., &c., of China, Japan, Mongolia, Tibet, the Eastern Archipelago and the "Far East" generally. A more detailed list of subjects upon which contributions are especially invited is incorporated with each number.

Original contributions in Chinese, Latin, French, German, Spanish, Italian, or Portuguese, are also admissible. Endeavours are made to present a résumé in each number of the contents of the most recent works bearing on Chinese matters. Great attention is also paid to the Review department.

Notes and Replies are classified together as "Notes" (head references being given, when furnished, to previous Notes or Queries), are also those queries which though asking for information, furnish new or unpublished details concerning the matter in hand. It is desirable to make the Queries proper as brief and as much to the point as possible.

The *China Review* for July and August, 1876, is at hand. It says that forty-two essays were sent in to compete for the best paper on the advantages of Christianity for the development of a state. All our learned societies should subscribe to this scholarly and enterprising Review. It is a sixty-paged, bi-monthly, repository of what scholars are ascertaining about China. The lecture on Chinese Poetry in this volume is alone worth the price of the Review. Address *China Review*, Hongkong—Northern Christian Advertiser (U.S.).

Tripartite Oriental Record contains the following notice of the *China Review*:—"This is the title of a publication, the first number of which has lately reached us from Hongkong, where it has been set on foot as in some respects a continuation of *Notes and Queries on China and Japan*, the extinction of which useful serial a year or two ago has been much regretted in Europe as well as in China. The present publication, judging by the number now before us, is intended to occupy a position, as regards China and the neighbouring countries, somewhat similar to that which has been filled by India by the *Calcutta Review*. The great degree of attention that has been bestowed of late years upon the investigation of Chinese literature, antiquities, and social developments, to say nothing of linguistic studies, has led to the accumulation of important stores of information, rendering such channel of publicity as is now provided extremely desirable; and contributions of much interest may fairly be looked for from the members of the foreign corps, and the missionary body among whom a high degree of Chinese scholarship is now assiduously cultivated, and who are severally represented in the first number of the *Review* by papers highly creditable to their respective authors. In a paper on Dr. Legge's *She King*, by the Rev. E. J. Etal, to which the place of honour is deservedly given, an excellent summary is presented of the chronological problems and arguments involved in connexion with this important work. Some translations from Chinese novels and plays are marked by both accuracy and freshness of style; and an account of the career of the Chinese poet-statesman of the eleventh century, Su Tung-p'o, by Mr. E. C. Bowra, is not only historically valuable, but is also distinguished by its literary grace. Beside notices of new books relating to China and the East, which will be a useful feature of the *Review*, if carried out with punctuality and detail, we shall glad to notice that "Notes" and "Queriers" are destined to find a place in its pages also. It is to be hoped that this opening for contributions on Chinese subjects may evoke a similar degree of literary zeal to that which was displayed during the lifetime of its predecessor in the field, and that the *China Review* may receive the support necessary to insure its continuance. The publication is intended to appear every two months, and will form a substantial octavo magazine.

THE CHINESE MAIL.

This paper is now issued every day. The subscription is fixed at Four Dollars per annum, delivered in Hongkong, or Seven Dollars Fifty Cents including postage to Coast ports.

If the *first Chinese Newspaper* is issued under purely native direction. The chief support of the paper is of course derived from the native community, amongst whom also are to be found the guarantors and securities necessary to place it on a business and legal footing.

The projectors, basing their estimates upon the most reliable information from the various Ports in China and Japan—from Australia, California, Singapore, Penang, Salang, and other places frequented by the Chinese,—consider themselves justified in guaranteeing an ultimate circulation of between 3,000 and 4,000 copies. The advantages offered to advertisers are therefore unusually great, and the foreign community generally will find it to their interest to avail themselves of them.

The field open to a paper of this description—conducted by native efforts, but progressive and anti-obstructive in tone—in almost limitless. It is on the one hand commands Chinese belief and interest while on the other deserves recognition that can be given to it by foreigners. Like English journals it contains Editorials with Local, Shipping, and Commercial News and Advertisements.

Subscription orders for either of the above may be sent to

GEO. MURRAY BAIN,
China Mail Office.

FREDERIC ALGAR,
COLONIAL NEWSPAPER & COMMIF.
SION AGENT,

11, Clement's Lane, Lombard Street,
LONDON.

THE Colonial Press supplied with News-
paper, Books, Types, Ink, Presses,
Papers, Correspondents, Letters; and any
European Goods on London terms.

NOTICE TO SHIPPERS.

Colonial Newspapers received at the office are regularly filed for the inspection of Advertisers and the Public.

Visitors' Column.

Hongkong Rates of Postage.

(Revised June 23, 1880.)

In the following Statements and Tables the Rates are given in cents, and are, for Letters, per half ounce, for Books and Patterns, per two ounces.

Newspapers over four ounces in weight are charged as double, treble, &c., as the case may be, but such papers or packets or papers may be sent at Book Rate. Two Newspapers must not be folded together as one, nor must anything whatever be inserted except bond side Supplements. Printed matter may, however, be enclosed, if the whole paid at Book Rate. Prices Current may be paid either as Newspapers or Books.

Commercial Papers signify such papers as though written by hand, do not bear the character of an actual or personal correspondence, such as invoices, deeds, copied music, &c. The charge on them is the same as for books, but, whatever the weight of a packet containing any partially written paper, it will not be charged less than 5 cents.

The sender of any Registered Article may accompany it with a Return Receipt on paying an extra fee of 5 cents.

The limit of weight for Books and Commercial Papers to Foreign Post Offices is 4 lbs. Patterns for such offices are limited to 8 ounces, and must not exceed these dimensions: 8 inches by 4 inches by 2 inches.

N. R. means No Registration.

Countries of the Postal Union.

The Union may be taken to comprise Europe, most foreign possessions in Asia, Japan, W. Africa, Egypt, Mauritius, all N. America, Mexico, Salvador, Chile, Brazil, Peru, Venezuela, the Argentine Republic, Jamaica, Trinidad, Guiana, Honduras, Bermuda, Labuan, with all Danish, French, Netherlands, Portuguese and Spanish Colonies.

Countries not in the Union.—The chief countries not in the Union are the Australasian Group.

Postage to Union Countries.

General Rate, by my route:—
Letters, 10 cents per $\frac{1}{2}$ oz.

Post Cards, 3 cents each.

Registration, 10 cents.

Newspapers, 2 cents each.

Books, Patterns and $\frac{1}{2}$ cents per 2 oz.

Comm. Papers, 2 cents per 2 oz.

There is no charge on redirected correspondence within the Postal Union.

Postage to Non-Union Countries.

Hawaiian Kingdom:—

Letters, 10 cents.

Registration, None.

Newspapers, 5 cents.

Books & Patterns, 5 cents.

West Indies (Non-Union), Bolivia, Costa Rica, Guatemala, New Granada, Nicaragua, Panama, Paraguay:—

Letters, 39 cents.

Registration, None.

Newspapers, 5 cents.

Books & Patterns, 10 cents.

Australia, New Zealand, Tasmania, and Fiji, via *Torres Straits*, Letters, 12 cents; Registration, 20 cents; Books and Patterns, 5 lbs.; to the Continent, &c., 4 lbs.

Chile, Uruguay, &c., 5 lbs.; to British Offices, 5 lbs.; to the Continent, &c., if without intrinsic value; to the Continent, &c., 8 oz.

Indemnity for the Loss of a Registered Letter.

The Post Office is not legally responsible for the safe delivery of Registered correspondence, but hereafter it will be prepared to make good the contents of such correspondence lost while passing through the Post, to the extent of \$10, in certain cases, provided:—

1. That the sender duly observed all the conditions of Registration required.

2. That the letter was securely enclosed in a reasonably strong envelope.

3. That application was made to the Postmaster General of Hongkong immediately the loss was discovered, the envelope being invariably forwarded with such application unless it also is lost.

4. That the Postmaster General is satisfied that the loss occurred whilst the correspondence was in the custody of the British Post administration in China, that it was not caused by any fault on the part of the sender, by destruction by fire, or shipwreck, nor by the dishonesty or negligence of any person not in the employment of the Hongkong Post Office.

5. No compensation can be paid for damage to fragile articles such as portraits, watches, handsomely bound books, &c., which reach their destination, although in a broken or deteriorated condition.

Money Order Regulations.

1. Money Orders are exchanged with the United Kingdom, New South Wales, Queensland, South Australia and Port Darwin, the Straits Settlements, Western Australia, and Canton at Shanghai with the Java and Empress of Hongkong also issues orders on Shanghai, and vice versa.

2. Small sums may be remitted between the other Ports by means of Postage Stamps, subject to a charge of one per cent. for cashing them.

3. Many Money Orders are supplied to residents at the smaller Ports in this way.

An application for an order* is filled up, and is enclosed with a stamped, directed, and unsealed envelope to the Postmaster at the nearest issuing office. The application must be accompanied with the full amount (including commission) in cheque, postage stamps, or other equivalent of cash, and a little margin should be left for variations of exchange. The Postmaster issues the order, sends it on to the remitter, and returns the change, if any, by his first opportunity, with a receipt for the letter, if it were not registered, as it always should be. Care should be taken to send these applications in time, as the Money Order Office closes some hours before the departure of the mails.

4. No order must exceed \$10, or \$50 or include any fraction of a dollar, and more than two and one-half be issued to the same person. In favour of the same payee by the same date. Orders will be drawn at the current rate of the day, and paid at the rate of the day when the advice arrived.

The commission is as follows:—

Orders on the United Kingdom, Up to £2, 16 cents.

" " £5, 36 "

" " £7, 54 "

" " £10, 72 "

Local and Intercolonial Orders, Up to \$25 or 25 cents.

" " \$50 or \$10, 50 "

5. Lists of Money Order Offices in the United Kingdom may be consulted at Hongkong and Shanghai.

6. Names must be given in full (except where there is more than one Christian name) but no name of the payee need not be given if the order is crossed (as cheques are crossed) to another name. Orders will be paid only through a Bank, and may afterwards be specially crossed to any Bank.

7. No order can be paid till the Payee has signed it in the proper place. An order can be transferred to another by a commission in case of loss of an order, no extra for stamp or payment for the like, application should be made to the nearest Money Order Office for instructions.

8. If the order is not presented within six months an additional commission will be charged; if not within twelve months, the money will be forfeited. When the order is once paid no further claim can be entertained.

9. No order can be paid until the advice relative to it has been received.

* Made out on a printed form which is supplied gratis.

+ Local Orders on Shanghai are drawn at 2 per cent. premium in all cases. A fixed dollar rate for drawing on the United Kingdom is in force at Shanghai.

Nothing in the above rules to affect private agreements.

FREE COOKIES.

Scale of Fines for Street Cookies.

One Day, \$1.00

" " Half-Hour, 20 cents

" " Three Hours, 12 "

" " One Hour, 5 "

" " Half Hour, 3 "

After 8 P.M., 10 cents extra.

Nothing in this Scale prevents private agreements.

THE CHINA MAIL.

MERCHANT VESSELS IN HONGKONG HARBOUR.

Exclusive of late Arrivals and Departures reported to-day.

To facilitate finding the position of any vessel in the Harbour, the Anchorage is divided into eight Sections, commencing at Green Island. Vessels near the Hongkong shore are marked *a*, near the Kowloon shore *b*, and those in the body of the Harbour *c*.

Shipping or midway between each shore are marked *c*, in conjunction with the figures denoting the sections.

Section. 1. From Green Island to the Gas Works. 5. From P. and O. Co.'s Office to Pedder's Wharf. 2. From Gas Works to the Novelty Iron Works. 6. From Pedder's Wharf to the Naval Yard. 3. From Novelty Iron Works to the Harbour Master's Office. 7. From Naval Yard to the Pier. 4. From Harbour Master's to the P. and O. Co.'s Office. 8. From Pier to East Point.

Fishery Vessel. 1. From Green Island to the Gas Works. 2. From Gas Works to the Novelty Iron Works. 3. From Novelty Iron Works to the Harbour Master's Office. 4. From Harbour Master's to the P. and O. Co.'s Office. 5. From Pier to East Point.

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